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Dec. Dig. § 97.* 6 Va.-W. Va. Enc. Dig. 482; 14 Va.-W. Va. Enc. Dig. 474; 15 Va.-W. Va. Enc. Dig. 426.]

Appeal from Circuit Court, Culpeper County.

Suit by F. S. Tolson against Peter B. Bradley and another. Decree for complainant, and defendants appeal. Reversed, and bill dismissed.

Keith & Richards and *J. Stuart White*, all of Warrenton, for appellants.

William Horgan, of Warrenton, and *J. G. Hiden*, of Culpeper, for appellee.

EAST v. ATKINSON.

June 10, 1915.

[85 S. E. 468.]

1. Specific Performance (§ 47*)—Verbal Contract to Sell Land—Partial Performance.—Where a verbal contract to convey land was certain, definite, and clear in its terms, and the purchaser went into possession when it was made, and continued in exclusive possession under it, and made improvements of substantial and peculiar value, there was such part performance as entitled the purchaser to compel specific performance.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. § 132; Dec. Dig. § 47.* 12 Va.-W. Va. Enc. Dig. 541-556; 14 Va.-W. Va. Enc. Dig. 938; 15 Va.-W. Va. Enc. Dig. 915.]

2. Specific Performance (§ 97*)—Verbal Contract to Convey Land—Defense—Nonpayment of Purchase Money.—In a purchaser's action to enforce specific performance of a partially performed verbal contract to convey land, it was no defense that plaintiff had not paid the installments of the purchase money as they became due, where time was not of the essence of the contract, and neither the vendor nor her agent demanded that such payments be made, until the agent, on succeeding to his principal's rights, without giving the purchaser reasonable notice, declared the contract forfeited for nonpayment of the purchase money.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 286-298; Dec. Dig. § 97.* 12 Va.-W. Va. Enc. Dig. 571; 14 Va.-W. Va. Enc. Dig. 940; 15 Va.-W. Va. Enc. Dig. 916.]

Appeal from Circuit Court, Pittsylvania County.

Suit by W. P. Atkinson against G. W. East. From decree for complainant, defendant appeals. Affirmed.

Clement & Clement, of Chatham, for appellant.

H. Dillard, of Chatham, and *S. A. Anderson*, of Richmond, for appellee.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.